

GRANTOR: <u>Farrah Mirzaee and Anna Mirzaee</u>	PROJECT: <u>Travers Creek Bridge Replacement</u>
	LIMITS: <u>Lincoln Avenue</u>
ADDRESS: <u>22603 East Lincoln Avenue</u>	PARCEL: <u># 3</u>
<u>Reedley, CA 93654</u>	DATE: _____
<u>APN: 373-310-34</u>	Federal Project ID No.: <u>BRLO-5942(226)</u>

RIGHT OF WAY AGREEMENT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, County and Grantors mutually agree as follows:

1. Grantors have title to the property, described in Exhibit "A," and shown on Exhibit "B" attached, and incorporated by this reference ("Property"), and the full authority to sign the above-mentioned document.

2. The parties have set forth the whole of their agreement herein. The performance of this agreement constitutes the entire consideration for the easement deed, and shall relieve County of all further obligation or claims, or on account of the location, grade or construction of the proposed public improvement.

3. County shall pay the undersigned Grantor(s) the sum of \$2,500.00 for the property interest conveyed by the easement deed when title to the property interest vests in County. County shall pay all, if any, recording fees.

4. This transaction shall be handled through an internal escrow by the County of Fresno, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

5. County reserves the right to accept title to the property interest to be acquired by County herein subject to certain defects in any or all matters of record title to the Property. In return for Grantors receiving the total sum as stated in Section 3, the undersigned Grantors covenant and agree to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring that arise out of or are in connection with any defects in title to Property. Grantors' obligation herein to indemnify and hold harmless County shall not exceed the amount paid to the Grantors under this Agreement.

6. The parties agree and confirm that, notwithstanding other provisions in this Agreement, the right of possession and use of the Property by County, including the right to remove and dispose of any improvements, shall commence thirty (30) days from execution of this Right of Way Contract or the date the easement deed is recorded, whichever occurs first ("Effective Date"), and that the compensation amount shown in Section 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from the Effective Date.

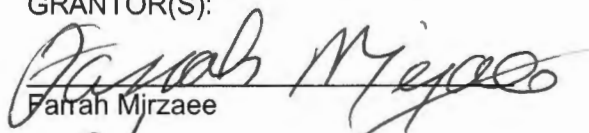
7. Section 3, herein, may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantors do not replace said items before the start of construction, County may install temporary fencing on Grantors' property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grantors' property line.

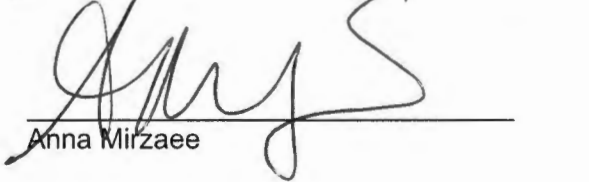
8. Grantors agree to hold the County harmless and reimburse County for any and all losses and expenses in regards to the Property being acquired hereunder, due to any lease of Property held by any tenant of Grantors.

9. The compensation amount set forth in Section 3, herein, includes full payment for the following: 0.072 acre road easement, spreading plants ground cover, and severance damages to the remainder, if any.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


GRANTOR(S):


Farrah Mirzaee


Anna Mirzaee

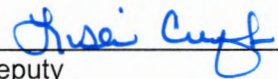
COUNTY OF FRESNO

By: 
STEVE BRANDAU, Chairman
of the Board of Supervisors of the
County of Fresno

DATE: ~~2/28/21~~  4/13/21

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On 02/28/2021 before me, O. ROBINSON, NOTARY PUBLIC,
(insert name and title of the officer)

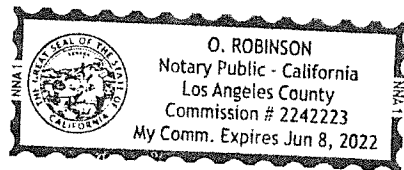
personally appeared Anna Mirzaee and Farrah Mirzaee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



HBP – Travers Creek Bridge on
Lincoln Avenue

Parcel 3
Portion of APN 373-310-34

Exhibit A

That portion of Lot 87 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 8, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point at the Northwest corner of Lot 87, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Along the North line of said Lot 87, North 90°00'00" East a distance of 179.65 feet; thence,
- 2) Leaving said North line of Lot 87, South 83°22'53" West, a distance of 130.14 feet; thence,
- 3) Parallel with the North line of the Northeast Quarter of Section 8, North 90°00'00" West, a distance of 21.65 feet; thence,
- 4) South 03°21'33" East, a distance of 45.35 feet; thence,
- 5) South 86°29'01" West, a distance of 32.77 feet to the West line of said Lot 87; thence,
- 6) Along said West line of Lot 87, North 01°13'18" East, a distance of 62.29 feet to the TRUE POINT OF BEGINNING

Containing 0.072 acres of land, more or less

For the purposes of this description it is assumed that the North line of said Lot 87 is 20.00 feet South of and parallel with the North line of the Northeast Quarter of Section 8.



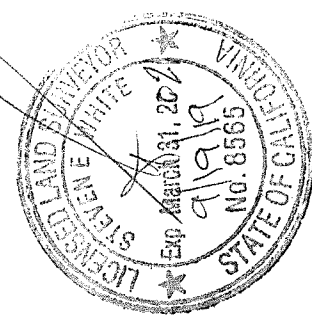
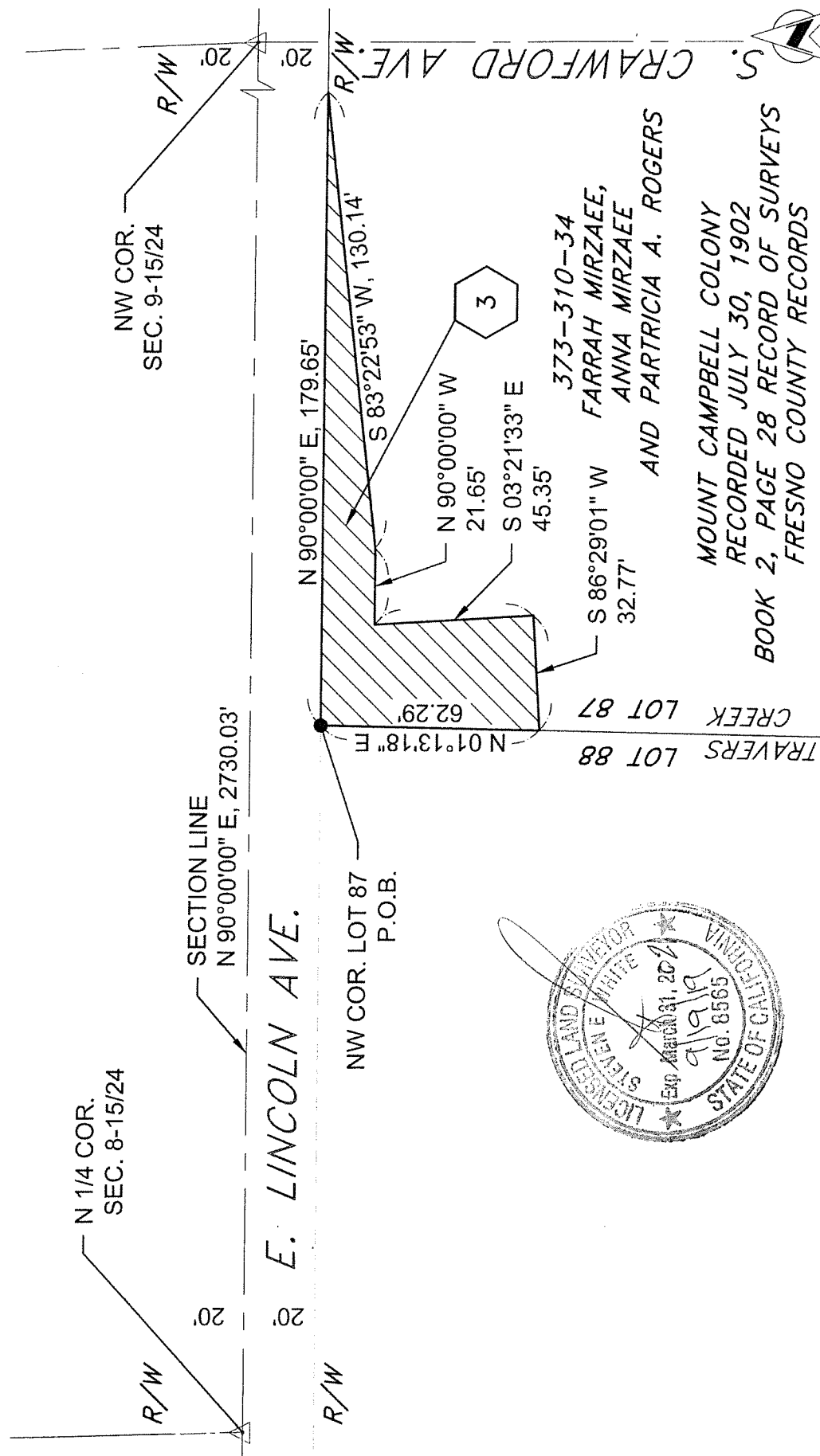
T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B
PARCEL 3

LEGEND



RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO



373-310-34
FARRAH MIRZAEI,
ANNA MIRZAEI
AND PATRICIA A. ROGERS

MOUNT CAMPBELL COLONY
RECORDED JULY 30, 1902
BOOK 2, PAGE 28 RECORD OF SURVEYS
FRESNO COUNTY RECORDS

		DEPARTMENT OF PUBLIC WORKS AND PLANNING BRIDGE REPLACEMENT TRAVERS CREEK BRIDGE ON LINCOLN AVENUE RIGHT-OF-WAY MAP	
NAME:	DATE:	PROJECT NO. 111308	
DRAWN: J.D.	11/13/17	SHEET NO. 1	
CHECKED: G.M.	11/15/17		
REVISION: M.R.	09/18/19		

